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January 11, 2016

VIA ECF

The Honorable Judge Margo K. Brodie
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

The Honorable Magistrate Judge
James Orenstein
United States District Court
for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*,
Case No. 1:05-MD-1720-(MKB)(JO)

Dear Judges Brodie and Orenstein:

Pursuant to paragraph 16 of the Definitive Class Settlement Agreement and paragraph 8 of Appendix B to those Agreements (the Class Settlement Interchange Escrow Agreement and Class Settlement Cash Escrow Agreement), Class Plaintiffs respectfully request that the Court approve the ability of the Escrow Agent to withdraw custodial fees from the Escrow Accounts as they become due, through the end of 2016, upon review and approval by Co-Lead Counsel. Attached is a letter from Huntington Bank which explains how these custody fees are calculated, an arrangement that was negotiated at the time settlement funds were first deposited. As stated in the letter, for the period of 2016, the total fees will not exceed \$40,000 for the Interchange Escrow Account and \$225,000 for the Cash Escrow Account.

Respectfully submitted,

/s/ Thomas J. Undlin
K. Craig Wildfang
Thomas J. Undlin
**Robins, Kaplan, Miller
& Ciresi L.L.P.**

/s/ Merrill G. Davidoff
H. Laddie Montague, Jr.
Merrill G. Davidoff
Berger & Montague, P.C.

/s/ Alexandra S. Bernay
Patrick J. Coughlin
Alexandra S. Bernay
**Robbins Geller Rudman
& Dowd LLP**

MGD/sll
Attachment

cc: All Counsel (via ECF) (w/attachment)